

# Free Trader Independent Democrat.

TERMS, \$3,

"FREE TRADE; LOW DUTIES; NO DEBT; SEPARATION FROM BANKS; ECONOMY; RETRENCHMENT; AND STRICT ADHERENCE TO THE CONSTITUTION."—Calhoun.

In Advance.

Volume 3.

CANTON, MISSISSIPPI, WEDNESDAY EVENING, DECEMBER 4, 1844.

Number 12.

## The Independent Democrat, IS EDITED AND PUBLISHED EVERY WEDNESDAY BY E. G. HENRY.

TERMS.—Three Dollars, invariably in advance. Persons wishing to discontinue will please give notice thereof in writing. No subscription received for a less time than six months.

Advertisements inserted at the rate of One Dollar per square, (ten lines or less,) for the first insertion, and fifty cents a square for each continuance.

Advertisements which are not limited on the manuscript, as to the number of insertions, will be continued until ordered out, and charged accordingly.

Articles of a personal nature, whenever admitted, will be charged at the rate of Two Dollars for every ten lines for each insertion. Political circulars or public addresses, for the benefit of individual persons or companies, will be charged as advertisements, and at the same rates.

Announcing Candidates for office will be Ten Dollars each.

All Job Work must be paid for on delivery.

Postage on letters must be paid, or they will not be attended to.

### THE STATE OF MISSISSIPPI:

Superior Court of Chancery, } October  
of the State of Mississippi. } Rules 1844  
Joseph Woods, }  
3258 v. }  
Henry F. Bennett, et al. }

UPON opening the matters of this Bill, and it appearing that William J. Gasquet, Wilcox, Anderson & Co., and Samuel Harrison, are not inhabitants of this State, but reside beyond the limits thereof, so that the ordinary process of this Court cannot be served upon them. It is therefore ordered, that unless the said defendants appear before the Chancellor, at the Court room in the City of Jackson, on the first Monday in December next ensuing, and plead answer or demur to the bill of complaint herein, the several allegations will be taken for confessed as to them, and such order and decree made therein, as the Chancellor may deem equitable and just. It is further ordered that a copy of this order be inserted in the "Independent Democrat," at Canton, once a week for two months successively.

R. L. DIXON, Clerk.

THE Bill in this case states in substance, that Henry F. Bennett purchased of Albert G. Bennett, on the 17th October 1839, certain lands, negro slaves and other personal property lying and being in Madison County Mississippi, for which he executed to the said Albert G. Bennett his six promissory notes, of the date aforesaid, each for \$7461.83, the first due 1st March 1841, the second due 1st March 1842, the third due 1st March 1843, the fourth due 1st March 1844, the fifth due 1st March 1845, the sixth due 1st March 1846—to secure the payment of all and each of which said notes as they should respectively fall due, said Henry F. Bennett executed a deed in trust to said Albert G. Bennett, bearing the date aforesaid, conveying to Henry Christmas and Charles W. Allen, trustees, the following property, viz: The W. 4 of S. E. 4 of section 31; the E. 4 of S. W. 4 of same section; the W. 4 of N. E. 4 of same section; the E. 4 of N. W. 4 of same section; the W. 4 of S. E. 4 section 30; the S. W. 4 and W. 4 of N. E. 4 of section 30, all in township 9 N. 2 E.; containing in all 640 acres—also the W. 4 of S. E. 4 of section 19, township 8 R. 1 E., containing 80 acres; the S. E. 4 section 23, the W. 4 S. W. 4 section 24, the W. 4 of N. W. 4 section 25, the E. 4 of N. E. 4 section 26, the N. 4 of W. 4 of N. E. 4 section 26, all in township 10, R. 3 E.; containing in all 410 acres; all which lands lying and situate in Madison County Mississippi—Also the following negro slaves: John Pope, Bateman, Bob, Ned, Stephen, Adam, Anderson, Dave, Henry, Isam, Eben, Orange, Winder, Perry, Simon, Tom, Oscar, Washington, Isaac, Bill, Stephen, (house servant) L. Bob, Stick, Major, Richard, Madison, Anne, Jane, Serena, Kisy, girl Mary Conner, Mary Thompson, Ruthy, Polly Eben, Sucky, Susan, Margaret, Patsey, America, Milly, Julia, Ellen, Edy, Sarah, Catharine, Laura, Adaline; 10,000 bushels corn, 30 stacks of fodder, all the farming utensils, wagons &c. on the premises carriage and ponies, household and kitchen furniture, clock, glassware, silver plate and library, 20 head horses and mules, 150 hogs and one brick-kiln containing 70,000 bricks—Said property, real and personal, being the same sold and conveyed by said A. G. Bennett to said H. F. Bennett as aforesaid; that said conveyance to Christmas and Allen was made in trust, that said H. F. Bennett should be permitted to remain in quiet possession of said property, and have the rents, hire and profits thereof until default should be made in the payments of the notes aforesaid on any of them as they should become due, and in case of such default, the said Christmas and Allen at the request of the said A. G. Bennett, should proceed to sell for cash at public auction to the highest bidder, in the town

of Canton or on the premises, so much of said property as shall be sufficient to discharge the amount due on said notes at the time of sale, having first given notice in three public places in Madison county aforesaid, or some newspaper printed in said county for thirty days before sale—which said trust was duly accepted by said trustees by their signing the said deed, which was also signed by said A. G. Bennett—that on or about the 10th of December 1841, said A. G. Bennett assigned to complainant, for valuable consideration, the said promissory note for \$7461.83 due 1st March 1844, with a credit endorsed thereon for a note for \$1000 due 1st March 1844 received on the aforesaid note by said A. G. Bennett on 17th July 1841, and at the same time, assigned in writing to complainant, the deed in trust aforesaid together with all the equities thereto attached—that the first note due 1st March 1841, has been paid—that the second note aforesaid is now held by Wilcox, Anderson & Co., of the City of New Orleans, Louisiana, the same having an endorsement thereon, entered by said A. G. Bennett, on 17th July 1840, that he had received thereon one note in his favor due 1st March 1842, for \$2224.00, also one note for \$1000, and one note for \$1030, both due 1st March 1842—that the third note due 1st March 1843 has been transferred to the use and benefit of Nancy Nutt, Virginia Nutt, of Madison county, and one Wm. J. Gasquet of New Orleans aforesaid the same having an endorsement thereon, entered by said A. G. Bennett, that he had received thereon one note for \$1000, in his favor, due 1st March 1843, said endorsement bearing date 17th July 1840—that the fourth note is the property of complainant as aforesaid; that the fifth note due 1st March 1845 has been transferred to one Samuel Harrison, of New Orleans aforesaid; that the sixth note due 1st March 1846, has been transferred to, or is now held by, said H. Christmas. That complainant is informed that the said note for \$2224, is now held by William Laughlin of Warren county Mississippi; that the aforesaid two notes, one for \$1000, and the other for \$1030, credited on the note due 1st March 1842, and the note for \$1000, credited on the note due 1st March 1843, and also the note for \$1000, credited on the note held by complainant as aforesaid, are now held by Watt, Burke & Co., and that said several notes yet remain unpaid; that he has been informed since he took the note which has been assigned to him as aforesaid, that when the said notes credited on the original notes as aforesaid were executed, it was intended by the said H. F. Bennett and A. G. Bennett, that the same should be embraced in the security of said trust-deed; but when the said note was transferred to complainant, he believed that the credit entered thereon, was an absolute payment to the amount of the note credited and discharged pro tanto from the trust deed, & submits, whether the amount of the note credited, as well as those credited on the preceding notes, ought not to be postponed until the amount due complainant on the original note is paid; that on 9th March 1843, H. F. Bennett conveyed the said property to one Christopher L. Bennett, who is since deceased, having made his last will and testament, constituting his son, the said A. G. Bennett, his executor, to whom letters testamentary have been granted, and devising and bequeathing his estate in the aforesaid property to Margaret Bennett, and Rebecca Bennett; that said H. F. Bennett, before said conveyance to Christopher L. Bennett made default in the payment of said notes due 1st March 1842 and 1st March 1843, and said H. F. Bennett and Christopher L. Bennett and said A. G. Bennett, since his death, have made default in the payment of the note held by complainant, due 1st March 1844, and that said Christmas and Allen have been often requested by complainant and others interested in the said debts, to proceed to sell said property in conformity with the provisions of said trust deed, but that said trustees have entirely failed and refused to do so, by means of which, complainant's debt remains wholly unpaid. The bill prays for subpoenas for the said parties residing in this state and for publication against the non-resident defendants; that said Henry Christmas & Charles W. Allen be removed as trustees and other trustee or trustees be appointed by this Court, to carry out the provisions of said trust-deed; that an account may be taken under the direction of this Court, ascertaining and determining what part of the said debts are to be embraced within the benefit of said trust-deed and at the final hearing, that a decree may be rendered directing the trustee to be hereafter appointed, to sell so much of the said property as may be sufficient to pay complainant's debt as aforesaid, or that a general relief in the premises be granted.

### ABSTRACT OF BILL FILED.

R. L. DIXON, Clerk.  
By W. W. YERBY, D. C.  
Oct. 16, 1844-3-5-9t

## NEW GOODS. GEO. W. HENDERSON has just opened A LARGE AND SPLENDID STOCK OF NEW

### Fall and Winter GOODS.

His stock comprises almost every article usually offered for sale in a country retail store. Among them may be found a handsome assortment of

### Fancy and Staple dry Goods.

Cashmere d'Ecosse, latest Paris Pompadour styles,  
Rich Paris Crapes d'lanes,  
Paris Mouslin d'lanes  
Rich striped Camellion Lustres,  
Plain blue black, jet black and colored Alpaca's,

Rich colored, plaid and striped Alpaca's  
Black Paris watered Polt d'Soie,  
Super fine black Bombazine,  
A few patterns of plain, colored, satin striped, and embroidered Tartane Swiss muslins, For Evening Dresses,  
A large assortment of the latest style,

### FRENCH, ENGLISH & AMERICAN PRINTS.

A beautiful assortment of Ombr stripe, Brocade chameleon, and Rainbow, Bonnet, Neck, and Cap Ribbons, French Wrought Muslin Collars, Dimity collars and cuffs, Regency, Valencia, and English thread lace, Edgings, Lisle and Ashburton ditto, Cambric and Muslin edgings and Insertings, Black Silk Laces & edgings, Black Bogle Gimps, a large assortment of fancy colored gimps and

### PARIS CORDS.

Black and colored KID GLOVES, Black and White Bogle mitts, Ladies rich silk Velvet and

### Fancy Silk Cravats,

French Reversed and various other qualities of Linen cambric tidks. A hand some lot of jet and gilt HAIR PINS, Combs Necklaces, Broaches, Bracelets, &c. Gala Plaids and Caroline ditto for childrens wear, Black Cashmere and fancy Wool net SHAWLS, Silk Merinoes, Cashmere and cotton hosiery, Childrens Lamb's Wool ditto, Irish linens, Long Lewins Table damask, Birdseye and

### Russia Drapers,

Corsets, Victoria and Corded Skirts, A splendid assortment of English and French black Cloths and Cassimeres. Also, Blue, Olive, Drab, and

### INVISIBLE GREEN CLOTHS,

Black Satin and Silk Velvet Vestings, Tweeds Cassimeres, Sattinets, Kentucky Jeans, 3-4 7-8 4-4 5-4 & 6-1, Bleached & Brown domestic Sheetting & Shirtings, Bed tickings, Apron & furniture cheecks, 3-4 & 4-4, White and red flannels, also Salisbury flannels for childrens wear, 6-4 Green, Floor Backing, Striped and Plaid

### Miscellaneous,

White Kentucky Twills, White and Fancy cable twist linens, Washington plains, and dark twill KERSEYS, Whitney & Mackinaw Bed Blankets, Mock Mackinaw, Duille & Sa de Blankets, Cradle and Crib dills, 7-8 and 4-4 Lowell, Cotton Yarns, No. 5 to 12, Silk, Scotch ginghams and Cotton Umbrellas, &c. &c. &c.

### Bonnets.

Atelable, Florence, Plain, plain English and fluted STRAW BONNETS.  
ARTIFICIAL FLOWERS, Tabs, and straw gimps.

### HATS,

Cloth, Fur, Glazed and Seal CAPS.

### Ready Made

### CLOTHING,

of almost every variety.

### Boots, Shoes, and Brogans,

SCHOOL BOOKS AND

### Stationery,

### LOOKING GLASSES.

Saddles, Brides, Martingales, Saddlebags, Collars, &c. A very large and complete stock of

### HARDWARE AND CUTLERY,

Blacksmiths' tools, (full set) Carpenters Planes, and tools of almost every kind.

### Carriage Trimmings

Queens and Glass Ware,  
Coopers do

He respectfully invites his customers, and the public generally, to call and examine his stock, which he is determined to sell extremely low

### FOR CASH!!

Canton, October 25, 1844 7-1f

### Cotton! Cotton!!

WILL be taken in exchange for Horses, Mules, and Cows, which have arrived and arriving from Kentucky, Tennessee, Arkansas, Indiana, and Ohio, on better terms than ever offered before in this market, at the Brick Stable, by BLACKMAN, WINFORD & Co. Yazoo City, Miss. Oct. 25, 1844, 7-4m.

## Land and Negroes for Sale.

I Am authorized to sell several valuable tracts of improved land lying in Madison county, Mississippi, viz: The Hilliard and Wade places, together with several other smaller places. Also one house and lot in Sharon and one in Jackson.—Also about 100 Likely Negroes, to be disposed of in parcels with the land.

Terms: One third cash; the balance 1, 2 and 3 years credit. I shall be occasionally at the Hilliard and Wade places, and at Canton and Jackson, and will take pleasure in showing the property to any person wishing to purchase.

M. BOURNE

P.S. Should a sale not be effected by the 25th of December next, several of the places will be for rent

Canton, Nov. 25, 1844-11-1f

## OWEN VAN VATER,

Attorney at Law,

CANTON, MISSISSIPPI.

June 8, 1844-39-1f

## ADMINISTRATOR'S SALE.

BY virtue of an order from the Honorable the Probate Court of Madison county, Miss., made at the November Term 1841, the undersigned as Adm'r De Bonis Non of Abner Sholar dec'd, will On Friday the 27th day of December next, offer at public sale to the highest bidder, on a credit of twelve months, the following tract of parcel of land, lying in Madison county viz: N. 1-2 of E. 1-2 of N. E. 1-4 Sec. 3, T. 9, R. 4 E. Also at the same time will be sold some household and kitchen furniture, farming tools, one mare &c., belonging to said estate. Sale to take place at the residence of the subscriber; bond and approved security will be required of the Purchasers.

JAS. LOGGINS, Adm'r.

Nov. 14, 1844-1-9-1f

## NOTICE.

THE undersigned having declined the Commission to be in Vicksburg, beg leave to recommend their Agents and successors, Messrs. Smedes & Crump, to the notice of their friends.

The business will be continued in New Orleans under the style of Gilmore & Henderson.

L. F. HENDERSON,  
J. M. GILMORE.

## SMEDES & CRUMP,

(Successors to Henderson & Gilmore)

Commission & Forwarding Merchants

VICKSBURG, MISSISSIPPI.

WE are prepared to furnish Bagging and Rope and Plantain supplies generally, and will make reasonable Cash advances upon Cotton shipped to the address of Gilmore & Henderson, New Orleans.

SMEDES & CRUMP,

AGENTS.

June 8, 1844-39-1f

## From the N. O. Bulletin

THE undersigned, comprising the firm of Felix Walker & Co. have, this day dissolved partnership by mutual consent. Either partner will sign the name of the firm in legislation only.

FELIX WALKER,  
A. J. GILLESPIE.

New-Orleans, June 15, 1844.

A. J. GILLESPIE | WM. E. GILLESPIE.

## A. J. Gillespie & Brother,

Commission Merchants,

No. 33, Camp Street,

NEW-ORLEANS.

Sept. 18, 1844-3-1-1y

## J. J. WILSON, & CO.,

[Late Fugua & Wilson.]

YAZOO CITY.

Dealers in Plantation Supplies, Negro Goods, Family Groceries, Bagging, Rope, &c. &c.

## RECEIVE and ship cotton to any

House ordered at New Orleans, or elsewhere. Ware-house and Cotton-shed directly at the Steamboat Landing—cotton shed not adjoining or near any premises where fire is usually kept.

Will advance in cash, market value, on all cotton under our control for sale and shipment. Stock will be bought for cash, and will be sold at cash prices only.

## REFERENCE MAY BE HAD TO

A. H. & Jno. Handy, Esqs., Canton,

G. W. Henderson, "

S. H. Dinkins, "

A. G. & J. N. Allsworth, Sharon.

Messrs. Divine's,

B. S. Ricks, Livingston.

Col. Wm. Gartley, Vernon.

W. L. Balfour, "

Clark & McAdory, Kosciusko.

Col. Chapman Levy, "

W. T. Irish, Atala City.

Yazoo City, June 29, 1844 42-3m.

## ISAAC TAYLOR,

Attorney at Law,

SHARON, MISS.

WILL practice in the Circuit, Probate and Justices' Courts of Madison, and in the Circuit Courts of Holmes, Yazoo, Leuk and Attalla.

Sept. 18, 1844-3-1-2m

## H. HAYMAN,

Receiving, Forwarding,

AND

## Commission Merchant

YAZOO CITY, MISSISSIPPI.

WILL make liberal advances in Cash, Bagging and Rope, Produce, &c., on cotton shipped to his order

Yazoo City, July 20, 1844 45-1f

## Court Martial.

A court martial will be held at the Court House in Canton, on the last Saturday in this month, for the purpose of trying the delinquents who failed to appear at the drill, and review of the 25th regiment, Mississippi Militia, on the 16th day of September last.

D. J. SAMPLE,

Col. Com'd't.

Oct. 13, 1844-9-2t

## ADMINISTRATORS NOTICE.

LETTERS of administration having been granted to the undersigned at the October Term 1844, of the Probate Court of Madison county on the estate of Jas. J. Moore, dec'd, a persons indebted to said estate are notified to come forward and make immediate payment, and all persons having claims against said estate, will present them legally authenticated within the time prescribed by law, or they will be forever barred.

ELIZA M. MOORE, Adm'rx.

Oct. 23, 1844-3-6-6t

## Valuable Land For Sale

I wish to sell my tract of land in Madison county containing 760 acres; bounded on the east by the Old Agency tract, and on the west by B. Wells esq.—the Old Natchez Road running through it. Those desiring to buy may apply to B. Wells esq., or to me by letter at Starkville, Osceola county Mississippi.

E. ANDERSON.

N. B. I will take for the first payment, Negroes or Cotton, and allow a fair price for either.

Sept. 25, 1844-3-2-1f

## PURVIS & WOOD,

Commission Merchants.

No. 24 St. Charles Street,

NEW ORLEANS.

July 20, 1844.-45-5m.

## JOHN B. HOWCOTT,

Attorney at Law,

WILL practice in the Circuit courts of Madison, Hinds, Yazoo, Holmes and Leake, and the several Courts at Jackson.

He is also a Commissioner in Chancery for the county of Madison.

(Office at Canton Mississippi.)

## E. G. HENRY,

Attorney at Law.

WILL practice in the several courts of Hinds, Madison, Attala, and Leake, and in the Superior and Federal courts at Jackson. Office, CANTON, Miss.

Nov. 1st, 1843.

## THE STATE OF MISSISSIPPI, SUPERIOR COURT OF CHANCERY.

John D. Scott Adm'r &c. } August  
3080 vs. } Rules  
Daniel Sutherland, et al. } 1844.

UPON opening the matters of this bill and it appearing that the defendant, Alvis W. Harris, is not an inhabitant of this state, but resides beyond the limits thereof, so that the ordinary process of this Court cannot be executed upon him. It is therefore ordered that unless the said defendant appear before the Chancellor at the Court room, in the City of Jackson, on or before the first Monday in December next, and plead answer or demur to the bill of complaint herein, the several allegations thereof will be taken for confessed as to him, and such order and decree made therein as the Chancellor may deem equitable and just. It is further ordered that a copy of this order be inserted in the "Independent Democrat," at Canton Mississippi, once a week for two months successively.

R. L. DIXON, Clerk.

By W. W. YERBY, D. C.

Oct. 2 1844-3-3-9t

## J. J. ELLIS, & CO.,

General Agents

AND

Commission Merchants.

YAZOO CITY, MISSISSIPPI.

## A. H. HANDY,

Attorney at Law.

THE connection in practice between A. H. Handy & John Handy having been discontinued, each will hereafter practice alone.

A. H. HANDY continues to practice in the Circuit Courts and the Courts at Jackson; and may be found at his office above Henderson's Corner, unless absent on professional business.

Canton, Dec. 23d, 1843. —15-1f

## C. WILLIAMS,

RESPECTFULLY informs his patrons and the public generally, that he has just received direct from New York, a splendid assortment of all kinds of

## French & English

Cloths and Cassimeres, entirely new and of the very latest fashion. A large assortment of plain and fancy Vesting, Cravats, Gloves, &c., &c., all of which he will dispose of on the most reasonable terms.

Clothing of every variety cut in the newest style and latest fashion, or made to order with neatness and despatch.

Oct. 30, 1844-3-7-1f

## Plantation for sale or rent.

THOSE wishing to purchase a small tract of valuable land in Madison county, will consult their interest by applying to the undersigned. He will sell an undivided half of S E 4, N W 4, and W 1-2 of N E 4, Sec. 25, T 10, R 5 E. Said land lies on the Robinson Road, one mile South of Williamstown—having thereon a comfortable dwelling and other necessary buildings, the whole tract containing 427 acres, of which about 65 acres are in a state of cultivation, and about the same quantity only needs grubbing to place it in full order.

The terms of sale will be, one half the purchase money paid before giving possession, the other half on the first day of January 1846. The premises will be shown to persons wishing to purchase, by Mr. Moore of Williamstown, or by Mr. Caruthers who resides on the place. If not disposed of the first day of January next, the place will be leased on that day, in Canton, for the year 1845.

E. G. HENRY.

Canton, Nov. 27, 1844.

## THE STATE OF MISSISSIPPI, SUPERIOR COURT OF CHANCERY.

John D. Scott Adm'r &c